HUSBAND AND WIFE—WIFE'S SERVICES—RIGHT OF HUSBAND TO RECOVER.—Plaintiff sued to recover damages by reason of an injury to his son, a minor, occasioned by defendant's negligence. In estimating the damages, the jury awarded a sum for the plaintiff's wife's services in nursing the injured son. *Held,* plaintiff is entitled to a recovery for the services of his wife in nursing the minor son. (WILLIAMS, J., dissenting). *Gorman* v. *New York, C. & St. L. R. Co.* (1908), — N. Y. —, 113 N. Y. Supp. 219.

The decision in this case seems to be in accord with the weight of authority. Few decisions, however, are reported upon the precise point involved. To the same effect is *Schmitz* v. *St. Louis, Iron Mountain & S. R. Co.,* 46 Mo. App. 380; *Martin* v. *Wood,* 23 N. Y. St. R. 853, 5 N. Y. Supp, 274, affirming 18 N. Y. St. R. 274; 1 Sil. S. C. 212. JOYCE, ON DAMAGES, Vol. 1, § 305. The father is entitled to recover the value of his own services necessarily rendered in case of the infant's illness. *Connell* v. *Putnam,* 58 N. H. 535; *Barnes* v. *Keene,* 132 N. Y. 13, 29 N. E. 1090. The court observes in the principal case that there would seem to be equal reason in support of plaintiff's right to recover for like services of his wife, he being personally entitled to such services to the same extent as he is to his own. That a husband is not entitled to such services is the holding in the case of *Goodhart* v. *The Pennsylvania R. R. Co.,* 177 Pa. 1, 35 Atl. 191, 55 Am. St. Rep. 705. This case was followed in the later case of *Woeckner* v. *Erie Electric Motor Co.,* 182 Pa. 182, 37 Atl. 936.

INJUNCTION—VENDEE'S FRAUD VITIATES RIGHT TO USE PATENTED MACHINE.—Complainants used a patented machine to manufacture crank-shafts. The defendant company was organized by two of complainants' employes and a third person. Complainants discharged the two employes, retaining the foreman until the end of the month. Said foreman later had charge of the sale of some junk. The dismembered parts of one of the patented machines were sold with the junk, without authority from complainants. Defendant purchased the parts from the junk-man and is now intending to manufacture crank-shafts with the machine. Complainants ask the court to enjoin the use of the crank-shaft machine. The defense is that it would be inequitable not to permit the use of the patented machine after it had been sold. *Held,* that an injunction issue. *Tindel-Morris Co.* v. *Chester Forging & Engineering Co.* (1908), — C. C., E. D., Pa. —, 163 Fed. 304.

The reason for this decision was that fraud in securing the machine would prevent the defense that the sale of the machine carried the right to manufacture crank-shafts with it. There seems to be no authority exactly in point. The decision is, however, in accord with the equitable maxim, "He who comes into equity must come with clean hands." No defense should be allowed which would in effect countenance the fraud of the defendant. The court indicates that an injunction would have issued regardless of fraud, on the ground that the sale of the dismembered parts of a machine as junk was not a sale of the machine and did not carry with it the right to use the machine. The following authorities support this point: *Wortendyke* v.

White (1875), Fed. Cases No. 18050; *Cotton-Tie Co.* v. *Simmons* (1882), 106 U. S. 89; *American Cotton-Tie Supply Co.* v. *Bullard et al.* (1879), Fed. Case No. 294. There would be nothing inequitable in enjoining the use of a machine which was not sold to be used.

INSURANCE—MUTUAL LIFE INSURANCE—INVALID BY-LAW—WAIVER OF BREACH.—V. was insured in a Wisconsin mutual company, paying a definite premium. The defendant, a Minnesota company, reinsured the Wisconsin company and notified V. that the reinsurance was on the express stipulation that the contract was to be subject to the by-laws of the defendant company, one of which provided for the readjustment of rates. To maintain its reserve, defendant found it necessary to pass a by-law materially increasing V.'s rate, with a proviso that the old rate might still be paid, at the option of the insured, and the insurance proportionately scaled down. V. was duly notified of these proceedings and of the new rate of assessment. For four years he continued to pay the old rate, without comment or protest, and then this action was brought for the breach of the contract to insure on the ground that the passage of the by-law was illegal and a breach of the contract. *Held* (BARNES, J., dissenting), that, by paying the old rate for four years without protest, V. had accepted the scaled-down insurance. *Voss* v. *Northwestern Nat. Life Ins. Co.* (1908), — Wis. —, 118 N. W. 212.

The decision is based on the ground that the member in a mutual company, being both insured and insurer, owes it to his fellow members to make his election seasonably and to let them know how he stands, and it is believed the decision was well made on this ground. It is conceded that if the insured had seasonably protested he could have recovered. This relieves the case of what might have been a troublesome question. The minority opinion is based on the proposition that the insured, having a valid contract of insurance, could proceed to carry out the same and could ignore the "arbitrary and impudent assumption on the part of the insurer" to change the contract obligation. The only authority thoroughly in point is a group of cases growing out of the action of the American Legion of Honor in scaling down a set of $5,000 certificates to $2,000 and making a proportional reduction in assessment. Of these cases, *Supreme Council* v. *Lippincott,* 134 Fed. 824; *Supreme Council* v. *McAlarney,* 135 Fed. 72, and *Clymer* v. *Supreme Council,* 138 Fed. 470, hold that where the certificate holder paid the reduced assessments and then after a lapse of several years sought to rescind the contracts for the wrongful scaling-down, this delay and the payment of the reduced premiums constituted acquiescence in the new insurance. In the *McAlarney* case it was pointed out that during the two years three thousand members had died or dropped out who would have been liable for an assessment to meet McAlarney's claim for damages, while one hundred and twenty-five had joined in ignorance of that claim, thus showing the undoubted equity of the holdings. But in *Supreme Council* v. *Daix,* 130 Fed. 101, also one of these cases, where the member refused to pay the reduced assessment and was expelled from the society, it was held that the mere delay of two years in bringing suit did not prejudice his claim, since at the time of his expulsion